

A. G. Contract No. KR01 0345TRN
ADOT ECS File No. JPA 01-39
Project: 89 YV 280 H5500 01C
Section: SR-89 @ Hays Ranch Road (MP 280 48)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 21 May, 2001
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to construct a 12' center turn lane by widening SR-89, and a deceleration lane on southbound SR-89 for Westbound turning to Hays Ranch Road, at a cost currently estimated at \$417,000.00 (not including additional required right-of-way), hereinafter referred to as the Project, for the safety and benefit of the traveling public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 24642
Filed with the Secretary of State
Date Filed: 5/21/01
Betty Bayless
Secretary of State

By: Dr. Martin

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate County review comments.

b. Call for bids and with the concurrence of the County, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the County on any Project construction contract modifications, and be responsible for its proportionate share of same, as well as any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. After bid opening but prior to construction contract award, invoice the County for its share of the cost of the Project, in an amount not to exceed \$100,000.00. Be responsible for all costs of the Project over and above the County's contribution of \$100,000.00, except for any additional required right-of-way.

d. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance inside the State right-of-way.

1. The County will:

a. Review the design documents and provide comments. Be responsible for the cost of and acquire any additional required right-of-way for the Project, and convey it to the State in fee title, all at no cost to the State.

b. Within 30 days after receipt and approval of an invoice, pay the State for the County share of the cost of the Project, in an amount not to exceed \$100,000.00.

c. Upon completion and acceptance by the State, provide maintenance to the Project outside the State right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007


Yavapai County
County Administrator
1015 Fair Street
Prescott, AZ 86301

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
Gerald Brownlow, Chair
Board of Supervisors

By 
WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST

By 
BEVERLY STADDON
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 22nd day of March 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona, that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yavapai County for the purpose of defining responsibilities for the design, construction, and maintenance of intersection widening at SR-89 @ Hays Ranch Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: April 16, 2001.

The entry in the said minutes:

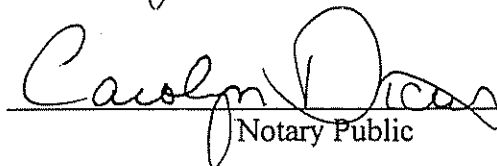
ITEM NO. 9. Public Works Director Richard Straub.

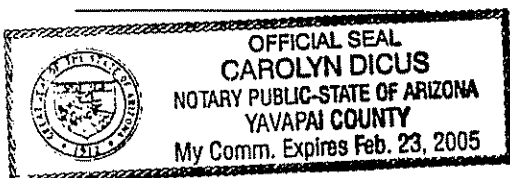
- 1 Request for permission to enter into an intergovernmental agreement with the Arizona Department of Transportation for construction of a 12-foot center turn lane and a deceleration lane at Hays Ranch Road, Peeples Valley area. Half-cent sales tax project. **Approved by unanimous vote. Motion by Supervisor Street, second by Supervisor Davis. No comments from the public.**


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me May 7, 2001.

My Commission Expires:


Notary Public



APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 6th day of April, 2001.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8855

Fax: (602) 542-3646

MAIN PHONE : (602) 542-5025

FACSIMILE : (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-0345TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 15, 2001.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:et/683441